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Clerk of the Superior Court
By
DEPUTY CLERK

1 **D.LAW, INC.**
Emil Davtyan (SBN 299363)
2 Emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
David Keledjian (SBN 309135)
4 d.keledjian@d.law
Enoch J. Kim (SBN 261146)
5 e.kim@d.law
David Arakelyan (SBN 337076)
6 e.geesaman@d.law
Eric J. Naessig (SBN 343081)
7 e.naessig@d.law
450 N. Brand Blvd., Suite 840
8 Glendale, CA 91203
9 Telephone: (818) 962-6465
10 Fax: (818) 962-6469

11 Attorneys for Plaintiffs RASHEDA K. KIRBY,
12 on behalf of herself and others similarly situated

13 [Additional Counsel on Next Page]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN MATEO**

16
17 RASHEDA K. KIRBY and AMOURA
BURTON, on behalf of themselves and all
18 others similarly situated, and the general
public,

19 Plaintiffs,

20 vs.

21
22 TROVE RECOMMERCE, INC., a Delaware
corporation; TROVE, INC., a business entity
23 of unknown form; YERDLE, INC., a
California corporation; and DOES 1 through
24 50, inclusive,

25 Defendants.
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Case No.: 23CIV04345

[Assigned for All Purposes to:
Hon. Michael L. Mau, Dept. 20]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENTS, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: January 9, 2026
TIME: 2:00 p.m.
DEPT: 20

Action Filed: September 13, 2023
Trial Date: Not Set

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung, SB# 280792
2 E-Mail: william@justiceworkers.com
Tiffany L. Luu, SB# 335127
3 E-Mail: tluu@justiceworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000
6 Attorneys for Plaintiff AMOURA BURTON

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1 The Motion of Rasheda K. Kirby and Amoura Burton (“Plaintiffs”) for Final Approval of
2 Class Action and PAGA Settlement, Class Representative Service Payments, and Attorneys’ Fees
3 and Costs (“Final Approval Motion”) came on regularly for hearing before this Court pursuant to
4 California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of
5 Class Action Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former hourly-paid or non-exempt employees of Defendant Trove
19 Recommerce, Inc. fka Yerdle, Inc. (“Defendant”) in California during the Class
Period of September 13, 2019 through June 10, 2024.

20 3. The Court hereby confirms Plaintiffs as the Class Representatives; David Yeremian,
21 David Keledjian, David Arakelyan, and Enoch Kim of D.Law, Inc. and William C. Sung and
22 Tiffany Luu of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement Administrators
23 as the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on September 22, 2025, and the notice process has been completed in
26 conformity with the Settlement and the Court's Order Granting Preliminary Approval of Class
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¹All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 Action Settlement. The Court finds that said notice was the best notice practicable under the
2 circumstances, and that individual notice was provided to all Class Members who could be
3 identified through reasonable effort. The Class Notice provided due and adequate notice of the
4 proceedings and matters set forth therein.

5 5. The Court finds that no Class Member objected to the Settlement, that no Class
6 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
7 final approval.

8 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
9 orders the Parties to effectuate the Settlement according to its terms.

10 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
11 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
12 of law or fact common to the Class, and there is a well-defined community of interest among
13 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
14 Representative are typical of the claims of the Settlement Class members; (d) the Class
15 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
16 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
17 Counsel are qualified to serve as counsel for the Class Representative and the Class.

18 8. The Court finds that given the absence of objections to the Settlement, this Order
19 shall be considered final as of the date of entry.

20 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
21 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
22 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
23 terms of the Settlement.

24 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$435,000.00
25 and employer payroll taxes with the Administrator within 15 calendar days of the Effective Date.

26 11. The Court finds that a Class Representative Service Payments in the amount of
27 \$5,000.00 to each Plaintiff, totaling \$10,000.00, is appropriate for Plaintiffs' service to the Class.
28 The Court finds that this payment is fair, reasonable, and adequate, and orders that the

1 Administrator make this payment in conformity with the terms of the Settlement

2 12. The Court finds that attorney's fees in the amount of \$145,000.00 (\$72,500.00 to
3 Justice for Workers, P.C. and \$72,500.00 to D.Law, Inc.) and litigation costs of \$17,150.72
4 (\$5,967.76 to Justice for Workers, P.C. and \$11,182.96 to D.Law, Inc.) for Class Counsel are fair,
5 reasonable, and adequate in light of the common fund created by the Settlement, and orders that the
6 Administrator distribute these payments to Class Counsel in conformity with the terms of the
7 Settlement.

8 13. The Court orders that the Administrator shall be paid \$9,500.00 from the Gross
9 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
10 done until the completion of this matter and finds that sum appropriate.

11 14. The Court finds that the payment to the California Labor & Workforce Development
12 Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of Plaintiffs'
13 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
14 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15 15. The Court finds that the payment of \$5,000.00 to be divided among Aggrieved
16 Employees as civil penalties under the PAGA is fair, reasonable, and adequate, and orders the
17 Administrator to distribute this payments to the Aggrieved Employees in conformity with the terms
18 of the Settlement.

19 16. The Court orders that any settlement checks shall be negotiable for 180 calendar
20 days from the date of issuance of the check, and that any settlement checks that remain uncashed
21 after one 180 days after they are mailed shall be distributed to the Controller of the State of
22 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
23 *seq.*, in the name of the Class Member to whom the check was issued.

24 17. "Released Parties" means Defendant and each of their former and present directors,
25 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
26 subsidiaries, affiliates.

27 18. Upon the Effective Date and once the Settlement is funded with Defendant's
28 payment of the Gross Settlement Amount and the employer's share of payroll taxes, Plaintiffs and

1 Participating Class Members, on behalf of themselves and their respective former and present
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
3 Released Parties from all claims, rights, demands, liabilities, and causes of action alleged or which
4 could have reasonably been alleged based on the facts alleged in the Operative Complaint that
5 accrued during the Class Period (collectively "Released Class Claims"). Expressly excluded from
6 the release are claims for retaliation, discrimination, unemployment insurance, disability, workers
7 compensation, and claims outside the Class Period

8 19. Upon the Effective Date and once the Settlement is funded with Defendant's
9 payment of the Gross Settlement Amount and the employer's share of payroll taxes, Plaintiffs and
10 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
12 Released Parties from all claims for PAGA civil penalties that are alleged or which reasonably
13 could have been alleged based on the facts alleged in the Operative Complaint and the PAGA
14 Notices to the LWDA that accrued during the PAGA Period (collectively "Released PAGA
15 Claims").

16 20. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
17 notice of this final Judgment and Order to all Class Members by posting the Judgment and Order for
18 90 days on the Administrator's website and to the LWDA pursuant to Labor Code § 2699.

19 21. This document shall constitute a final judgment pursuant to California Rule of Court
20 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
21 hearing, the court must make and enter judgment. The judgment must include a provision for the
22 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
23 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
24 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
25 Settlement, the Final Approval Order, and this Judgment.

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1 22. ~~The Court sets a Non Appearance Compliance Hearing for _____, 2026 at~~
2 ~~_____ a.m./p.m. in Dept. 20 of the above-entitled Court.~~ Plaintiffs shall file a Final Disbursement
3 Declaration from the Administrator no later than ~~5 court days before the Compliance hearing.~~

~~^ November 30, 2026.~~

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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6 DATED: Jan. 9, 2026



Michael L. Mau
Judge of the Superior Court

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